



CONTRACT NO.

C-323-23

City Council Approved:

May 16, 2023

To:

Myra L. Ayala, City Manager/Marissa
Tomas Reyna, Asst. City Manager
Criselda Lozano, Purchasing Manager
Clarice Balderas, City Secretary
Joe Rios, Central Files



From:

Martha Tidwell
Martha Tidwell Legal Assistant
City Attorney's Office
415 W. University
P.O. Box 1079
Edinburg, Texas 78540

Phone: (956) 388-8923

Fax: (956) 292-2113

Email: mjenkins@cityofedinburg.com

Interlocal Cooperation Agreement between the County of Hidalgo, Edinburg ECISD and City of Edinburg concerning certain Park Improvements to De Zavala Park.

COMMENTS:

06-09-23 Omar, please approve.

06-09-23 Marissa, please have City Manager sign and return originals to me.

06-15-23 Clarice, please attest and return to me for further processing.

06-15-23 Tom, for your files **VIA EMAIL ONLY.**

06-15-23 Joe, an original for Central Files.

C 323-23



MEMORANDUM

DATE: 6/9/23
TO: Myra L. Ayala, City Manager
FROM: Tomas D. Reyna, Assistant City Manager

SUBJECT: Inter-local Agreement COE, HCPCT4 & ECISD De Zavala Park

Attached you will find Signed Hidalgo County and ECISD Signed Inter-local

Attachments requiring signatures:

1 – Inter-local Agreement original

Approved by City Council on 05/16/2023

City Council approved final form of the agreement on 05/16/2023


Approval by City Council not required


Meets purchasing requirements


This item is Budgeted

Contract Exhibits completed and valid (including Insurance Certificate, if applicable)

Please review and let me know if you have additional questions.

Reviewed by: 
Tomas D. Reyna, Assistant City Manager

Reviewed by: 
Omar Ochoa, City Attorney

Approved by: 
Myra L. Ayala, City Manager

AT 3:15 FILED O'CLOCK P M
MAY 05 2023
ARTURO GUALARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY [Signature] DEPUTY

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO, EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, AND THE CITY OF EDINBURG, TEXAS CONCERNING CERTAIN PARK IMPROVEMENTS TO DE ZAVALA PARK

This Agreement is made on this the 2nd day of **May, 2023** by and between CITY OF EDINBURG, TEXAS, hereinafter referred to as "CITY", EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT referred to as "DISTRICT" and the COUNTY OF HIDALGO, TEXAS hereinafter referred to as "COUNTY", collectively referred to as the "Parties", acting under the authority granted in and pursuant to the provisions of the Texas Interlocal Cooperation act (the "Act"), Chapter 791, Texas Government Code.

WITNESSETH:

WHEREAS, the DISTRICT and the CITY are parties to an Interlocal Agreement dated June 1, 2021 regarding the City's construction of park facilities on playground areas owned by the DISTRICT; and

WHEREAS, pursuant to that agreement, the CITY seeks to make certain additions to De Zavala Park ("Park Additions"), such additions shown in the attached Exhibit A; and

WHEREAS, the DISTRICT and the COUNTY desire to participate financially in the development of the Park Additions along with the CITY; and

WHEREAS, the DISTRICT is organized as a Consolidated Independent School District under the laws of the State of Texas for the purpose of educating and providing other activities which assist and benefit the youth and general community within its district boundary;

WHEREAS, the CITY is a home rule municipality and a local government as defined by the Act, located in Hidalgo COUNTY, Texas; and

WHEREAS, the COUNTY of the State of Texas, and a local government as defined by the Act; and

WHEREAS, the COUNTY and CITY, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements to certain public parks within their boundaries; and

WHEREAS, CITY, DISTRICT, and COUNTY believe that the constituents of each will benefit from the mutual use and development of the Park Additions;

WHEREAS, DISTRICT, COUNTY, and CITY agree that access to the District's playground areas will enable the City to provide the City-sponsored activities for the children of the community and provide continuing education; and

WHEREAS, DISTRICT, COUNTY, and CITY acknowledge that this exchange of governmental functions or services results in an exchange that fairly compensates the performing parties for the services or functions performed under this Agreement.

WHEREAS, CITY, COUNTY, and DISTRICT are authorized to enter into this Agreement pursuant to the Inter-local Cooperation Act, Tex. Gov't. Code 791.001 et. seq., which authorizes units of local government to contract with each other to perform governmental functions and services under the terms of the Act;

NOW, THEREFORE, the CITY, COUNTY, and DISTRICT, in consideration of the mutual covenants hereinafter, agree as follows:

1. All of the above statements are incorporated herein and fully restated.
2. The CITY will procure and install all of the All Inclusive Play Scape, and Canopy for Basketball Court for the Park Additions.
3. Upon commencement of construction the project, and not sooner, CITY will be responsible for the relocation of any City owned non-compensable utilities.
4. **CITY, COUNTY AND DISTRICT Contribution.** During the Term of this Agreement and so long as an event of default has not occurred and is not continuing as set forth herein (provided, however, an event of default hereunder shall not be deemed to have occurred until after the expiration of the applicable notice and cure period), City shall comply with the following terms and conditions:
 - a. **Total Costs.** The total costs of the Park Additions are estimated at Four Hundred and Forty Six Thousand and Sixteen Dollars with Sixty Six with Twenty Two Cents (\$446,016.22), as shown in estimated costs attached as "Exhibit A".
 - b. **City Contribution.** The CITY agrees to pay 100% of the Procurement and Construction Costs for the Original Plan of the Park at De Zavala Elementary. The CITY also agrees to contribute **Seventy-Five Thousand Dollars (\$75,000.00)** for the procurement and construction costs of the Park Additions.
 - c. **County Contribution.** The COUNTY agrees to contribute One Hundred Forty Four Thousand Nine Hundred Sixty Six Dollars with Twenty Two Cents (\$144,966.22) for the Construction of the Park Additions. The County also agrees to contribute an additional One Hundred Twenty Six Thousand and Fifty Dollars (\$126,050.00) for the Park Additions, specifically for the cost of constructing a new canopy over basketball courts. As such, the County shall contribute a total lump sum of **Two Hundred and Seventy One Thousand and Sixteen Dollars with Twenty two Cents (\$271,016.22)** for Park Additions to the City within sixty (60) days of the commencement of this agreement and not sooner. Any unused portion of the County's contribution shall be returned to the County within thirty (30) days of either the completion of the Park Additions, the conclusion of this Agreement or upon default. The City shall be responsible for any Project costs over the County's contribution.
 - d. **District Contribution.** The DISTRICT agrees to contribute **One Hundred Thousand Dollars (\$100,000.00)** for the Construction of the Park Additions, specifically for the cost of constructing a new canopy over basketball courts.

5. The term of this Agreement shall be for one (1) year maximum from the Effective Date of the Agreement. The Effective Date of this Agreement shall be the date upon which all parties have fully executed this Agreement.
6. Pursuant to Tex. Trans. Code 251.012, the COUNTY and DISTRICT authorizes the CITY to perform the work and services described herein within its corporate city limits.
7. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement Performed by each party.
8. **Event of Default.** The following shall constitute an "Event of Default" under this Agreement:
 - a. **Failure to Begin or Maintain Project.** City's failure or refusal to begin the Project by December 31, 2023 shall be deemed an event of default. Upon beginning the Project, City's failure to maintain construction of the Project for a period of 1 year shall be deemed an event of default.
 - b. **Construction of Project.** City's failure to comply with its construction obligations set forth in this Agreement shall be deemed an event of default.
9. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is a conflict between and provisions of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provisions or provision of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during times such conflict exists.
10. **No Waiver:** No waiver by any party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
11. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement, in writing, executed by the CITY and COUNTY, and not otherwise.
12. **TEXAS LAW TO APPLY:** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

13. **Indemnification:** To the extent allowed under the Constitution and laws of the State of Texas, Parties agree to indemnify and hold harmless and defend each other, their respective agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.

14. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to CITY: City of Edinburg
Attention: Ramiro Garza, Jr., Mayor
415 W. University Drive
Edinburg, Texas 78541

With copy to: City of Edinburg
Attention: Myra L. Ayala, City Manager
415 W. University Drive
Edinburg, Texas 78541

If to COUNTY: Hidalgo COUNTY
Attention: Richard Cortez, County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

With copy to: Hidalgo COUNTY Precinct Number 4
Attention: Ellie Torres, Commissioner
1051 N. Doolittle Road
Edinburg, Texas 78541

If to DISTRICT: Edinburg Consolidated Independent School District
Attention: Mike Farias, School Board President
411 N. 8th St.
Edinburg, Texas 78540

With copy to: Edinburg Consolidated Independent School District
Attention: Dr. Mario Salinas, Superintendent of Schools
411 N. 8th St.
Edinburg, Texas 78540

Each notice, demand, request, or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time

as it is personally delivered to the addressee of, if mailed, at such time as it is deposited in the United States mail.

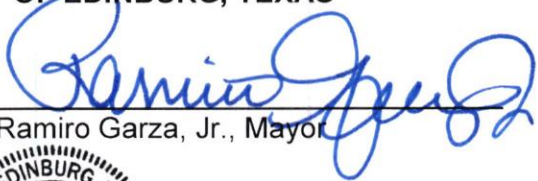
15. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
16. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
17. **Assignment.** This Agreement shall not be assignable.
18. **Headings.** The heading and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
19. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
20. **Authority to Execute.** The execution and performance of the Agreement by CITY and COUNTY have been duly authorized by all necessary laws, resolutions and corporate action, and this Agreement constitutes the valid and enforceable obligations of CITY and COUNTY in accordance with its terms.
21. **Government Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available for the paying party, as herein provided.
22. **Commitment of Current Revenues Only.** In the event that, during any term, hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.
23. **Term.** The effective date of this agreement shall be the date first written above. The term of the Agreement shall be for the time period referenced above.
24. **Termination.** Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.
25. **Liability Insurance.** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.
26. **Immunities.** It is expressly understood and agreed that, in the execution of this agreement, neither the CITY nor COUNTY waive, nor shall be deemed hereby to waive,

any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.

27. **Non-Discrimination.** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or COUNTY and CITY policy, including without limitation race, color, national origin, religion, sex, age, veteran status, disability or any other category protected under law.
28. **Governing Provisions.** Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the new 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.
29. **Legal Construction/Severability.** In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
30. **Prior Agreements.** This Agreement supersedes and terminates all previous Inter-local Agreement(s) between the parties hereto concerning the subject matter hereof, except for any Inter-local Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under any such previous Inter-local Agreement(s) is completed and payment is remitted such previous Inter-local agreement shall terminate at such time.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF EDINBURG, TEXAS

BY: 
Ramiro Garza, Jr., Mayor

ATTEST:

BY: 
Clarice Y. Balderas, City Secretary



Approved by Edinburg CITY Council
on: May 16, 2023

APPROVED TO FORM:
Omar Ochoa Law Firm, P.C.
Attorneys at Law

By: 
Omar Ochoa, City Attorney

HIDALGO COUNTY

BY: 
Richard Cortez, COUNTY Judge

ATTEST:

By: 
Arturo Guajardo, Jr., COUNTY Clerk



Approved by Hidalgo COUNTY Commissioner's
Court on: May 2, 2023.

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Toribio "Terry" Palacios

By: 
Robert Vina, III, Assistant District Attorney

APPROVED BY
COMMISSIONERS COURT
ON: 5/2/23

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT



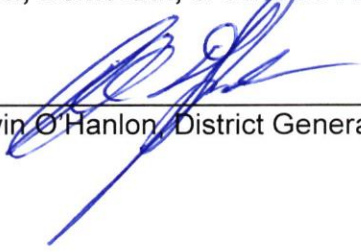
Mike Farias, President, Board of Trustees

ATTEST:

BY: Carmen Gonzalez
Carmen Gonzalez, Secretary, Board of Trustees

Approved by ECISD Board of Trustees
on: April 25, 2023

**APPROVED AS TO FORM:
O'Hanlon, Demerath, & Castillo Attorneys at Law**

By: 
Kevin O'Hanlon, District General Counsel

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

AT 3:15 FILED O'CLOCK P M
MAY 05 2023
ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY [Signature] DEPUTY

**APPROVAL OF
INTER-LOCAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo COUNTY, Texas, acting by and through the Hidalgo COUNTY Commissioners Court, has been advised of a proposed project whereby the COUNTY desires to contribute to certain park improvements being constructed by the CITY of Edinburg at De Zavala Park, a park which is within the Edinburg CITY Limits and the boundaries of Hidalgo COUNTY, Texas; through the Inter-local Cooperation Agreement to be entered into with the CITY of Edinburg, Texas, and Hidalgo COUNTY.

By vote on the 2nd Day of May, 2023, the Hidalgo COUNTY Commissioners Court has approved the Project identified above.

[Signature]
Richard Cortez, COUNTY Judge

ATTEST:

[Signature]
Arturo Guajardo, Jr., COUNTY Clerk



APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Toribio "Terry" Palacios

By: [Signature]
Robert Vina, III, Assistant District Attorney

APPROVED BY
COMMISSIONERS COURT
ON: 5/2/23 [Signature]

**EXHIBIT A INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF
HIDALGO, EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, AND THE
CITY OF EDINBURG, TEXAS CONCERNING CERTAIN PARK IMPROVEMENTS TO
DE ZAVALA PARK**



City of Edinburg, City Manger Office
 415 W. University Dr.
 Edinburg, Texas 78539

CONSTRUCTION COST ESTIMATE	DATE: March 22, 2023	SHT. 1 of 1
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Project: DeZavala Park	Basis of Estimate Design <input type="checkbox"/> No <input checked="" type="checkbox"/> Completed Preliminary Design Final Design
Location: DeZavala Elementary	
Owner: City of Edinburg/ECISD	
Type of Estimate: Preliminary	
Estimator: Rio United Builders, Exerplay, and Milnet Arch.	

DeZavala Park					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	ESTIMATE
1	ASI #2- De Zavala Park Additional Sidewalks (Sidewalks, Backfill existing Pad Location)	LS	1	\$ 6,500.00	\$ 6,500.00
2	Metal Building Pavilion Addition (If Approved, Please allocate 60 more days to contract)	LS	1	\$ 204,750.00	\$ 204,750.00
3	Milnet Architectural, Structural and MEP Design Services. @ 7.21% Fee	LS	1	\$ 14,800.00	\$ 14,800.00
4	Exerplay Playground Equipment, Safety Surfacing, & Installation	LS	1	\$ 219,966.22	\$219,966.22
SUB-TOTAL					\$ 446,016.22

Pavilion Funding					
ITEM	DESCRIPTION	UNIT	QUANTITY	COST	ESTIMATE
1	ECISD Funding	LS	1	\$ (100,000.00)	\$ (100,000.00)
2	City of Edinburg Parkland Dedication Funds	LS	1	\$ (75,000.00)	\$ (75,000.00)
3	HC Pct#4 Funds	LS	1	\$ (271,016.22)	\$ (271,016.22)
SUB-TOTAL					\$ (446,016.22)



Milnet Architectural Services, PLLC
608 S. 12th St.
McAllen, Texas 78501

PROPOSAL AGREEMENT

City of Edinburg
New Pavilion at De Zavala Park

Attn: Tomas Reyna, Assistant City Manager

Milnet Architectural Services is pleased to offer its services to the City of Edinburg for one (1) new pavilion at the De Zavala Park.

SCHEDULE A - SCOPE OF SERVICES

The scope of work that the project entails is for full Architectural, MEP, and Structural design services for one (1) new pavilion at De Zavala Park to be located at the corner of MonMack Rd. and W. Rogers Rd. in Edinburg, TX.

De Zavala Pavilion scope of work is as follows:

1. Design of one (1) new steel pavilion with metal roof.
2. Pavilion will be located over the basketball court.

SCHEDULE B – REIMBURSABLES

Reimbursable amounts will carry a ten (10%) percent markup and are as follows:

1. Printing of construction documents for bidding.

All in-house plots, faxes and communication are part of our base fee. Any other services required past this proposal agreement, will be charged at our hourly rate (refer to attached Exhibit "A").

Items provided by owner:

- Electronic Drawings and Backgrounds (if any).
- Materials testing
- Existing Site Assessment and Utility locations



SCHEDULE C - FEE

As requested, we are providing you with the following design fee for the aforementioned project:

DESCRIPTION	COST
Fixed Fee for Scope of Services thru Bidding Phase	\$11,840.00
Fixed Fee for Scope of Services for Construction Observation Phase	\$2,960.00
Total Fee:	\$14,800.00

Payment shall be due net thirty (30) days upon completion, according to the following schedule:

<u>Percentage of Total Contract Billing By Phase</u>	<u>Completion Point - Tentative Dates</u>
10%	Schematic Design Set for Review.
25%	Design Development Set for Review.
40%	Construction Documents for Bids.
05%	Bidding
20%	Construction Observation.

Neither Milnet, nor their agents or employees shall be jointly, severally, or individually liable to the Client (City of Edinburg), in excess of the compensation to be paid pursuant to this Agreement, by reason or any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

Thank you again for the opportunity to be of service. Should you have any questions regarding this proposal, please contact our company at (956) 688-5656 or via email at: rudym@milnet-archservices.com

Sincerely,

Rodolfo R. Molina, A.I.A.
 President
 Milnet Architectural Services, PLLC

Client Approval:

 Print Name

 Date

 Signature

Note to Client: The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statutes, Articles 249a.



EXHIBIT "A" – HOURLY BILLING RATE

Additional services required by the Client that may arise and are not outlined in the above-mentioned Proposal Agreement, shall be compensated on an hourly basis as follows:

Hourly Rates

Principal Architect	\$200.00
Project Architect	\$150.00
Project Manager	\$125.00
Intern Architect I	\$100.00
Intern Architect II	\$ 90.00
Intern Architect III	\$ 85.00
Technician	\$ 80.00
Administrative Assistant	\$ 55.00

Change Proposal

To: Mrs. Alicia Carmona
 City of Edinburg
 Project: De Zavala & Skate Park Imp
 Date: March 22, 2023
 PO #:



Please receive this breakdown for the Project noted above.

Work Description:		Total
1	De Zavala Park & Skate Park Improvements- Origianl Contract Amount	\$1,568,863.00
2	ASI #1- Skate Park Bldg Relocation (Irrigation, Tree, Sidewalk, Backfill, Excavate)	\$3,950.00
3	ASI #2- De Zavala Park Additional Sidewalks (Sidewalks,Backfill existing Pad Location)	\$6,500.00
4	Metal Building Pavilion Addition (If Approved, Please allocate 60 more days to contract)	\$204,750.00
5		
6	Change Proposal Total	\$215,200.00
7		
8		
9		
10		
Total Revised Contract Amount:		\$1,784,063.00

Please review the attached change proposal, if there are any discrepancies please do not hesitate to notify us for cor

Thank You,

Dago Perez Jr.

PO Box 1160
 Cedar Crest NM 87008-1160
 Fax 505.281.0155
 Toll Free 800.457.5444
 www.exerplay.com



DATE NUMBER
 3/10/2023 JC031023-3

QUOTATION prepared for:

City of Edinburg
 De Zavala Park

Please Issue Purchase Order to:

Exerplay, Inc
 PO Box 1160, Cedar Crest, NM 87008
 fax to 505-281-0155 or
 email to: jeri@exerplay.com

ITEM	DESCRIPTION	QTY	COST	TOTAL
Project	PLAYGROUND EQUIPMENT, SAFETY SURFACING, INSTALLATION			
	LANDSCAPE STRUCTURES, INC, Play Booster (5-12 years) design 23133C	1	77,640.00	77,640.00
LSI	Contract #679-22		-5.00%	-3,882.00
BuyBoard	Freight/Shipping Charges (2023190)	1	6,500.00	6,500.00
Freight	Installation of Playground Equipment (030823)	1	28,600.00	28,600.00
Install				
	SAFETY SURFACING			
Site Prep	Site Preparation, priced per SF (008)	4,116	2.34	9,631.44
Concrete	Concrete Curbing, price per LF (008)	270	23.40	6,318.00
Site Prep	Aggregate, priced per SF (008)	1	11,310.00	11,310.00
PIP	4" Thickness of Poured-in-Place, 50% standard color/50% black, Aromatic Binder, priced per SF	4,116	18.80	77,380.80
BuyBoard	Contract #679-22		-5.00%	-3,869.04
Bond	Performance/Payment Bond	1	7,337.02	7,337.02

Msg I Pricing is for the above listed material and installation only and does not include storage, security, site preparation, security fencing, prevailing wages, TERO wages, permitting, or any applicable taxes or bonds. Any necessary permits or special inspections are the responsibility of the General Contractor or End Owner. To obtain a performance/payment bond, please add 3.5%, plus appropriate tax, of the total to this quote.

- NOTE - ExerPlay reserves the right to revise pricing if any portion of this quote is changed or removed and may result in a delay in ordering materials for this project.

Terms Billing and Payment Terms:
 Unless otherwise negotiated and agreed upon, ExerPlay's billing terms are Net 30 from the date of the invoice, with approved credit. ExerPlay's process is to bill the customer when their equipment ships. Installation is billed upon completion. Bonds are billed when ordered.

• CONTINUE ON PAGE 2 •

REP
 MP

Quote prepared by Jeri Call
 jeri@exerplay.com

TOTAL

PO Box 1160
Cedar Crest NM 87008-1160
Fax 505.281.0155
Toll Free 800.457.5444
www.exerplay.com



DATE NUMBER
3/10/2023 JC031023-3

QUOTATION prepared for:

City of Edinburg
De Zavala Park

Please Issue Purchase Order to:

Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155 or
email to: jeri@exerplay.com

ITEM	DESCRIPTION	QTY	COST	TOTAL
MP	<p>*New Customers are required to pay a deposit on equipment at time of order. Deposit amount to be determined, based on credit. The remainder of that equipment, including freight, will be billed when it ships. Installation is billed upon completion. Bonds are billed when ordered.</p> <p>If paying by credit card, there will be a 3.5% fee added to the invoice. For more information please contact Marissa Pecina at 956-358-3972, or marissa@exerplay.com</p> <p>- PRICING IS GOOD FOR 14 DAYS -</p>			

REP
MP

Quote prepared by Jeri Call
jeri@exerplay.com

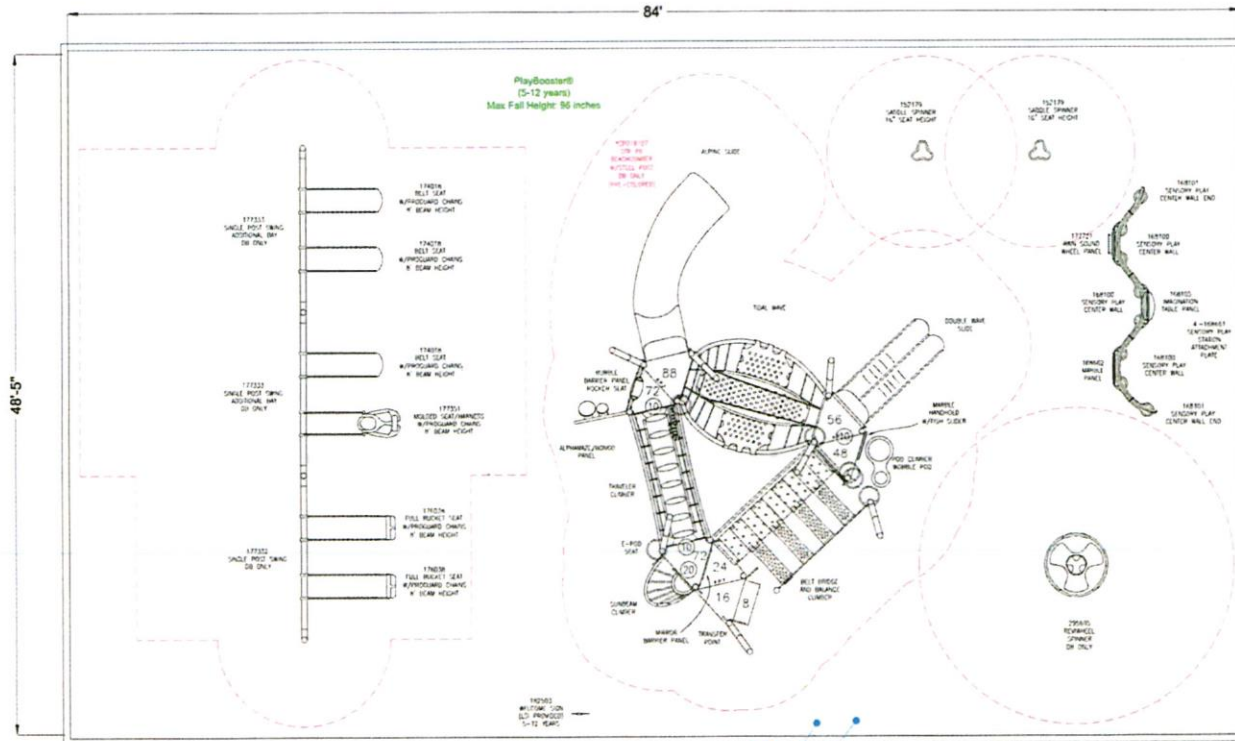
TOTAL

\$216,966.22

*NOTE: PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

*NOTE: DESIGN ASSUMES THAT THE SITE IS LEVEL OR DOES NOT EXCEED A 2% GRADE CHANGE OVER THE ENTIRE AREA.

Estimated manufacturing time: 4 weeks from the time of LSI order acceptance, or receipt of SkyWays release of fabrication form if applicable.



2-5 YEARS

TOTAL ELEVATED PLAY COMPONENTS	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	0	REQUIRED	0
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	2	REQUIRED	0
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	1	REQUIRED	1

CONCRETE CURB
270 LF
PLAYGROUND SURFACING
TOTAL AREA 4,116 SF
MAXIMUM FALL HEIGHT
96"

5-12 YEARS

TOTAL ELEVATED PLAY COMPONENTS	8	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	4	REQUIRED	4
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	13	REQUIRED	3
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	9	REQUIRED	9



The play components identified on this plan are IPEMA certified (limited model number is provided with *). The use and layout of these components conform to the requirements of ASTM F1487.

THIS PLAY AREA & EQUIPMENT IS DESIGNED FOR AGES 5-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURER'S OPINION THAT THIS PLAY AREA DOES CONFORM TO THE ADA ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US PRIOR TO CONSTRUCTION. DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE EQUIPMENT (SEE ASTM F1487) STANDARDS CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 (CURRENT REVISION).

DESIGNED BY:

SLA

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EXERPLAY, INC.

12720 N. HWY 14 SUITE 1

CLEVELAND, OH 44130

PH 1-480-457-5444 FAX 1-505-281-0155

7/22/22	22153A	SLA
Date	Previous Drawing #	Initials

SCALE IN FEET:



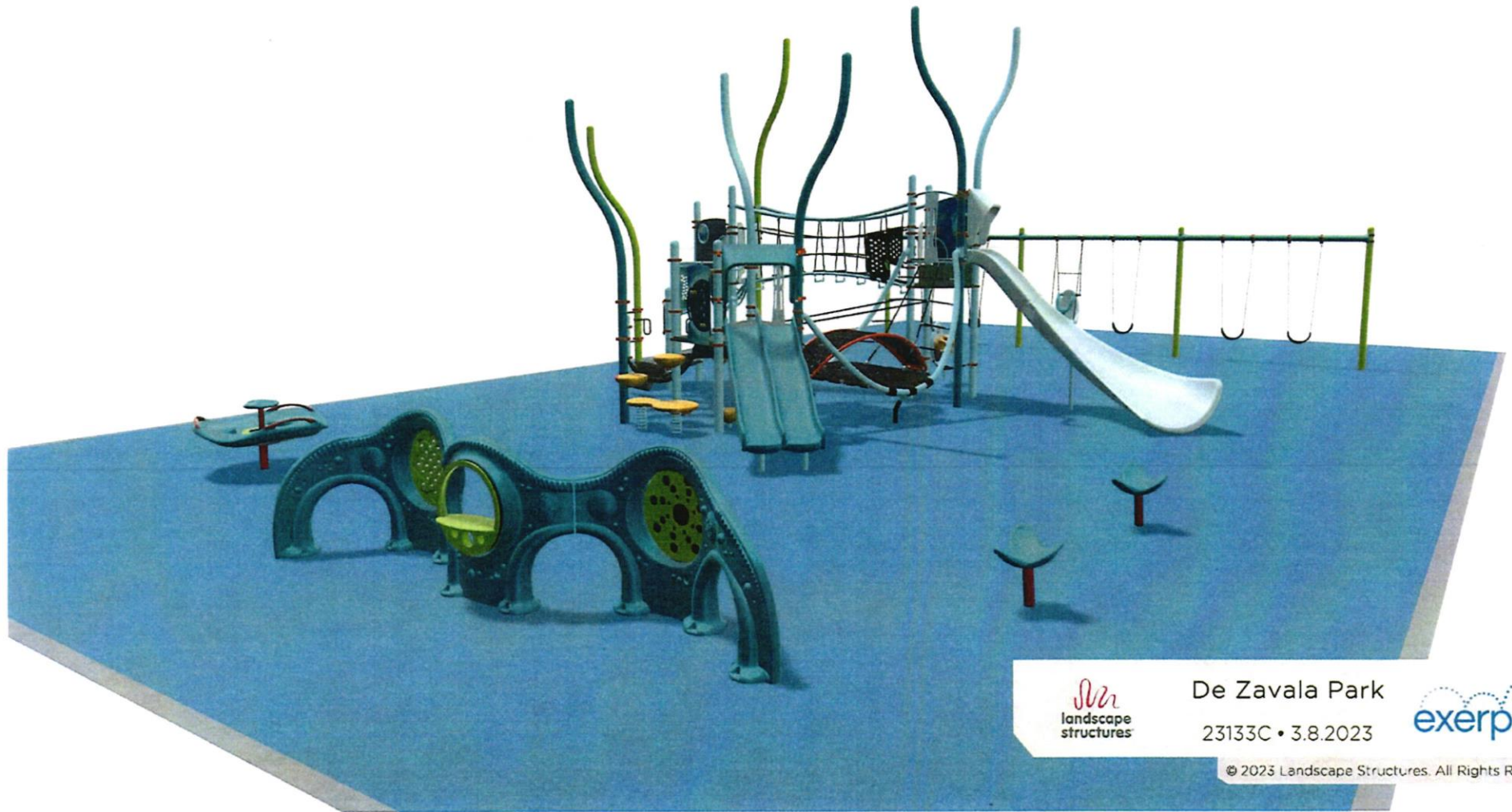
De Zavala Park
Edinburg, TX

ExerPlay, Inc.
Marissa Pecina

SYSTEM TYPE:
SmartPlay

DRAWING #:
23133C





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Leticia Saenz <leticia.saenz@co.hidalgo.tx.us>

Re: Draft Interlocal De Zavala Park

1 message

Robert Vina <robert.vina@da.co.hidalgo.tx.us> Fri, Apr 21, 2023 at 10:21 AM

To: Leticia Saenz <leticia.saenz@co.hidalgo.tx.us>

Cc: "garza, victor" <victor.garza@da.co.hidalgo.tx.us>, "ramirez, Josephine" <josephine.ramirez@da.co.hidalgo.tx.us>, "ochoa, jose" <jose.ochoa@co.hidalgo.tx.us>, "perez, nick" <nick.perez@co.hidalgo.tx.us>, "Reyes, Velinda" <velinda.reyes@co.hidalgo.tx.us>

Good Morning Ms. Saenz,

This office has reviewed the updated Interlocal Agreement with the City of Edinburg regarding De Zavala park improvements and at this time the agreement is approved as to form subject to bolding all of number 13 Indemnification provision.

Please let us know if you have any questions.

Respectfully,

Robert Viña III

Assistant District Attorney

Civil Litigation Division

Office of the Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 EXT 8187

(956) 292-7619 FAX

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On Thu, Apr 20, 2023 at 4:11 PM Leticia Saenz <leticia.saenz@co.hidalgo.tx.us> wrote:

Hi, Bobby-

Hope this email finds you doing well...

Please review and approve "as to form" the **ICA** (attached hereto) by and between the County of Hidalgo, City of Edinburg & ECISD for the purpose of "Park Improvements to De Zavala Park"...

Also, please note: AI-90581 has been created for the next CC for final approval...

May 2, 2023



AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
MAY 2, 2023
10:00 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners Court will be held in the Commissioners Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

In accordance with Section 551.127, NOTICE is hereby given that a physical quorum, including the presiding officer/member, will be present at the specified meeting location. Some members of the governing body and/or government officials may participate via videoconference.

Members of the public are encouraged to watch the meetings online, at: www.hidalgocounty.us/HClive

1. **Roll Call** (Audio Reference 16m:46s)
Judge Cortez called the meeting to order at 10:22 A.M.
All members of the Court were present during the roll call, except for Commissioner Torres.
2. **Pledge of Allegiance** (Audio Reference 17m:02s)
Veteran Enrique Amaya led the Court in the reciting of the Pledge of Allegiance.
3. **Prayer** (Audio Reference 17m:37s)
Honorable District Judge of the 476th Court, Ysmael Fonseca, offered the prayer.
4. **Approval of Consent Agenda** (Audio Reference 19m:35s)
The Court proceeded with the approval of the Consent Agenda.
See the Consent Agenda for the action taken.
5. **Approval of Awards/Recognitions:**
 - A. **AI-90645** Approval of Proclamation recognizing Mental Health Awareness. (Audio Reference 20m:17s)
Bianca Lopez, with the County Judge's Office, read the Proclamation recognizing Mental Health Awareness.
On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 3, EVERARDO "EVER" VILLARREAL, the Court made a UNANIMOUS vote of approval on agenda item 5.A.
Vote: 4 - 0 -Unanimously
Director for Student Services for Mission CISD, Jesse Treviño and Mental Health Therapist for Mission CISD, Christopher Cantu, came before the Court to express their gratitude for the proclamation.
 - B. **AI-90647** Approval of Proclamation recognizing National Hurricane Preparedness Week. (Audio Reference 30m:41s)
Lizbeth Gonzalez, with the County Judge's Office, read Proclamation recognizing National Hurricane Preparedness Week.
On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval on agenda item 5.B.
Vote: 4 - 0 – Unanimously
Chief of the Emergency Management Division, Ricardo Saldaña, came before the Court to inform the public of the different resources available to better prepare as hurricane season approaches.

May 2, 2023

SPECIAL MEETING - MAY 2, 2023

BE IT REMEMBERED, that on this 2nd day of May A.D., 2023, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RICHARD F. CORTEZ	HIDALGO COUNTY JUDGE
HONORABLE DAVID FUENTES	COMMISSIONER, PRECINCT NO. 1
HONORABLE EDUARDO "EDDIE" CANTU	COMMISSIONER, PRECINCT NO. 2
HONORABLE EVERARDO "EVER" VILLARREAL	COMMISSIONER, PRECINCT NO. 3

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

Sewer: Yes, provided by City of Weslaco.
Paved: Yes, Mile 4 ½ West Road and 5 internal streets are paved.
* Final Approval with a cash deposit in the amount of \$5,460.00 for (Fence)

(Audio Reference 1h:25m 03s)

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval on agenda item 20.A.2.c.

Vote: 4 - 0 – Unanimously

3. Final Approval

a. Monte Sinai Subdivision- Pct. 4 (Yazmin V. Limon De Hoyos) (Bar Mar Lane & Ingle Road)

No. of Lots: 2 Single Family

Flood Zone: X

Number of Streetlights:N/A

Filling Stations:N/A

Drainage: Yes, Drainage will be provided by natural percolation and surface runoff will drain into Bar Mar Lane Road side ditch.

ETJ: Yes, City of Edinburg.

Water: Yes, provided by City of Edinburg.

Sewer: Yes, OSSF'S have been installed.

Paved: Yes, Barb Mar Lane is paved.

(Audio Reference 1h:25m 41s)

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 3, EVERARDO "EVER" VILLARREAL, the Court made a UNANIMOUS vote of approval on agenda item 20.A.3.a.

Vote: 4 - 0 – Unanimously

- B. **AI-90669** Discussion, consideration and/or possible approval of Order of Cancellation of Rocky Subdivision recorded in Volume 23, Page 102A, map records of Hidalgo County, Texas. (Audio Reference 1h:26m 19s)

On motion by COMMISSIONER PCT. 3, EVERARDO "EVER" VILLARREAL, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval on agenda item 20.B.

Vote: 4 - 0 - Unanimously

21. **Precinct #2 - Comm. Cantu:**

- A. **AI-90722 Pct 2 Nolana Loop Project (FM 1426 - FM 907) (TXDOT 1315):**
Approval of Advance Funding Agreement (AFA)-Amendment No. 2 between Hidalgo County and the Texas Department of Transportation for the Nolana Loop Road Project from FM 1426 to FM 907 (CSJ:0921-02-361), with authority for the County Judge to docusign required documentation. (Audio Reference 1h:26m 41s)

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 3, EVERARDO "EVER" VILLARREAL, the Court made a UNANIMOUS vote of approval on agenda item 21.A.

Vote: 4 - 0 -Unanimously

22. **Precinct #3 - Comm. Villarreal:**

- A. **AI-90644** Requesting approval of Interlocal Cooperation Agreement between the City of Mission and the County of Hidalgo for use by the Mission Fire Department for the strategic location and storage of emergency equipment. (Audio Reference 1h:27m 06s)

On motion by COMMISSIONER PCT. 3, EVERARDO "EVER" VILLARREAL, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval on agenda item 22.A.

Vote: 4 - 0 - Unanimously

23. **Precinct #4 - Comm. Torres:**

- A. **AI-90581** 1. Acceptance and approval of an Interlocal Cooperation Agreement (ICA) by and between the County of Hidalgo, City of Edinburg and Edinburg Consolidated Independent School District, for the purpose of **"Park Improvements to De Zavala Park"**. (Audio Reference 1h:27m 26s)

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 3, EVERARDO "EVER" VILLARREAL, the Court made a UNANIMOUS vote of approval on agenda item 23.A.1.

Vote: 4 - 0 -Unanimously

2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal

Cooperation Agreement (ICA) for the purpose of "**Park Improvements to De Zavala Park**". (Audio Reference 1h:27m 06s)

Chief of Staff of Precinct 4, Velinda Reyes, stated a correction to agenda item 23.A.2.; In which the caption should read "*requesting approval of the project*", and not "requesting approval of the Interlocal Cooperation Agreement (ICA)."

The Court proceeded with a vote of approval with the stated correction.

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 3, EVERARDO "EVER" VILLARREAL, the Court made a UNANIMOUS vote of approval on agenda item 23.A.2, with the stated correction....

Vote: 4 - 0 -Unanimously

- B. AI-90582** 1. Acceptance and approval of an Interlocal Cooperation Agreement (ICA) by and between the County of Hidalgo and City of Edinburg for the purpose of "**Improvements to Capable Kids Cove at Municipal Pool**". (Audio Reference 1h:28m 13s)

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval on agenda item 23.B.1.

Vote: 4 - 0 -Unanimously

2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement (ICA) for the purpose of **Improvements to Capable Kids Cove at Municipal Pool**". (Audio Reference 1h:28m 35s)

Chief of Staff of Precinct 4, Velinda Reyes, stated a correction to agenda item 23.B.2.; In which the caption should read "*requesting approval of the project*", and not "requesting approval of the Interlocal Cooperation Agreement (ICA)."

The Court proceeded with a vote of approval with the stated correction.

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 3, EVERARDO "EVER" VILLARREAL, the Court made a UNANIMOUS vote of approval on agenda item 23.B.2, with the stated correction.

Vote: 4 - 0 -Unanimously

- C. AI-90682** Requesting approval to accept counteroffer to purchase a tract of land known as Parcel No.6 associated with the Russell Road Improvement Project(Rooth Rd to Mon Mack Rd)with authority for County Judge to sign the Administration Evaluation and Approval Form. (Audio Reference 1h:28m 58s)

On motion by COMMISSIONER PCT. 3, EVERARDO "EVER" VILLARREAL, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval on agenda item 23.C.

Vote: 4 - 0 - Unanimously

- D. AI-90589** Requesting approval to name a 60' private road that runs along and between a portion of tracts 134 and 135, San Salvador Del Tule Grant, according to the plat thereof recorded in Volume 10 Pages 58-60, Hidalgo County Map Records as La Coma Service Road for 911 purposes. (Audio Reference 1h:29m 19s)

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 3, EVERARDO "EVER" VILLARREAL, the Court made a UNANIMOUS vote of approval on agenda item 23.D.

Vote: 4 - 0 -Unanimously

- E. AI-90617** Requesting approval to name an 80' private road that runs along and between a portion of tracts 95, 134 and 135, San Salvador Del Tule Grant, according to the plat thereof recorded in Volume 10 Pages 58-60, Hidalgo County Map Records as Red Stag Service Road for 911 purposes. (Audio Reference 1h:29m 47s)

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 3, EVERARDO "EVER" VILLARREAL, the Court made a UNANIMOUS vote of approval on agenda item 23.E.

Vote: 4 - 0 -Unanimously

- F. AI-90612** 1. Requesting approval to enter an Interlocal Cooperation Agreement (ICA) by and between the County of Hidalgo, Texas, and the County of Willacy, Texas, for the purpose of maintaining county roads that encompass both jurisdictions. (Audio Reference 1h:30m 21s)

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 3, EVERARDO "EVER" VILLARREAL, the Court made a UNANIMOUS vote of approval on agenda item 23.F.1.

Vote: 4 - 0 -Unanimously

2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of a road improvement